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**DIV. OF OCCUPATIONAL SAFETY
BOSTON OFFICE**

A G R E E M E N T

between

**GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF BROCKTON & VICINITY
LOCAL UNION NO. 653**

a/f/w

**International Brotherhood of Teamsters
4-A Hampden Drive
South Easton, Massachusetts 02375**

and

**SOUTHEASTERN CONCRETE, INC.
611 Pleasant Street
Weymouth, Massachusetts 02189**



May 1, 2005 through April 30, 2009

AGREEMENT

This AGREEMENT made and entered into by and between SOUTHEASTERN CONCRETE, INC., hereinafter referred to as the EMPLOYER and the GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS of Brockton & Vicinity, Local Union No. 653, a/f/w the International Brotherhood of Teamsters, hereinafter referred to as the UNION for and behalf of its members now employed or who may hereinafter be employed by the Employer, which members are hereinafter referred to as the EMPLOYEES, to govern all hours, wages and all other conditions covered by this Agreement as hereinafter described and shall be binding upon both parties, their heirs, successors, assigns and legal representatives, until terminated or amended as hereinafter provided.

It is hereby agreed and understood that this contract applies to the Southeastern Concrete plant located at 611 Pleasant Street, Weymouth, Massachusetts, within the territorial jurisdiction of Local 653. It is further agreed and understood, however, that this agreement is limited to facilities of Southeastern Concrete, and that this contract does not apply to or cover the operations of any parent company of Southeastern Concrete or to any other company which may in any way be affiliated with or related to Southeastern Concrete.

ARTICLE XI - WAGES

- A. The hourly wages to be paid to all Mixer Drivers, Batchmen, Mechanics and Loader Operators hired prior to April 30, 2005, shall be as follows:

<u>5/1/2005</u>	<u>5/1/2006</u>	<u>5/1/2007</u>	<u>5/1/2008</u>
\$18.01	\$18.76	\$19.26	\$19.76

ARTICLE XIV - HEALTH AND WELFARE

a) Commencing with the first day of August, 2005, and until July 31, 2006, the Employer shall contribute to the Health, Welfare and Insurance Fund, Teamsters Local Union No. 653 the sum of Five Dollars and Eighty-Six Cents (\$5.86) for each hour, figured to the nearest quarter hour, for which an employee covered by this Agreement receives pay, and overtime hours shall be considered as a single contribution. The said contribution rate will be increased to Six Dollars and Twenty-Six Cents (\$6.26) per hour effective as of August 1, 2006. The said contribution rate will be increased to Six Dollars and Sixty-Six Cents (\$6.66) per hour effective as of August 1, 2007. The said contribution rate will be increased to Seven Dollars and Sixteen Cents (\$7.16) per hour effective as of August 1, 2008.

For the purpose of this sub-paragraph, each hour paid for figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable. Payments shall not be more than 2,080 hours for any one employee in any one year January 1st thru December 31st.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions of 32 hours for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions of 32 hours until such employee returns to work, however, such contributions of 32 hours shall not be paid for a period of more than twelve (12) months.

Hourly contributions to the Health and Welfare Fund must be made for each hour worked on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

All contributions to the Fund shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund. If an Employer fails to make contributions to the Welfare Fund within 72 hours after the notice of delinquency the Local Union shall take whatever steps are necessary to secure compliance with this Article, and provisions of this Agreement to the contrary notwithstanding and the Employer shall be liable for all costs for collecting the payments due together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration provided under this Agreement.

The Employer and Unions which are signators hereto ratify the designation of the Employer and Employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

ARTICLE XV - PENSION

a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.

b) Commencing with the first day of May, 2005, and for the duration of the current collective bargaining agreement between Local Union No. 653 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement, as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of Three Dollars and Seventy-Six Cents (\$3.76) to the New England Teamsters and Trucking Industry Pension Fund for any one employee from the first hour of employment in such week. Payment hereunder shall not be more than 2,080 hours for any employee in any one year, January 1st through December 31st.

Commencing with the first day of August, 2007, the said hourly contribution rate shall be Four Dollars and Twenty-One Cents (\$4.21)

For purposes of this section, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

If a regular employee (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

c) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

d) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

e) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of the contributions to the Pension Fund and adherence to the requirements of this section of the collective bargaining agreement regarding coverage

and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month during which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under-reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce, or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

f) No oral or written modification of this section regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employee performing work within the scope of this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.

ARTICLE XVI - LEAVE OF ABSENCE

Any employee desiring a leave of absence from his employment shall secure written permission from both the Local Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment.

ARTICLE XXIX - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect from May 1, 2005 through April 30, 2009, and shall then renew itself from year to year unless either party to the AGREEMENT gives written notice to the other party at least sixty (60) days prior to the first or any subsequent expiration date of the AGREEMENT of a desire to terminate this AGREEMENT.

During the course of negotiations for amendment, revision or modification of any designated provision, provisions or renewal thereof, the terms and conditions herein set forth shall continue in effect any changes finally agreed upon shall be retroactive to the date of expiration and effective as of that date.

IN WITNESS HEREOF the undersigning do duly execute this AGREEMENT

as set forth herein on this 26th day of January 2006.

FOR THE UNION:

GENERAL TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF BROCKTON AND VICINITY, LOCAL UNION NO. 653
a/f/w International Brotherhood of Teamsters
4-A Hampden Drive
South Easton, Massachusetts 02375

BY: Paul Fawcett

Paul Fawcett

TITLE : Vice President and Business Representative

FOR THE COMPANY:

SOUTHEASTERN CONCRETE, INC.
611 Pleasant Street
Weymouth, Massachusetts 02189

BY: Robert P. Guscione

TITLE: Operations Manager